

SENT BY: SHB;
TO: PTO CENTRAL FAX

503 574 3197;
AT: 15712738300

MAY-17-06 3:03PM;

RECEIVED
CENTRAL FAX CENTER

MAY 17 2006

Smith-Hill and Bedell, P.C.

PATENT AND TRADEMARK LAWYERS

16100 NW Cornell Rd., Suite 220
Beaverton, Oregon 97006
Telephone: (503) 574-3100
Facsimile: (503) 574-3197

John Smith-Hill
Daniel J. Bedell

Jay R. Smith-Hill
Registered Patent Agent

FACSIMILE COVER SHEET

To: Stephen J. Ralis
Art Unit 3742

From: John Smith-Hill

Firm: US PATENT AND
TRADEMARK OFFICE

Date: May 17, 2006

Fax: 1-571-273-8300

Our ref: LAN1 3470

Your ref: 10/540,340

Pages: Cover + 10

BEST AVAILABLE COPY

RECEIVED
CENTRAL FAX CENTER

MAY 17 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Jillianne M. PIERCE.

Art Unit: 3742

Application No: 10/540,340

Examiner:

Stephen J. Ralis

Filed: June 20, 2005

For: CANDLE MELTING SYSTEM

TRANSMITTAL OF POWER OF ATTORNEY

COMMISSIONER FOR PATENTS

P.O. Box 1450

Alexandria, Virginia 22313-1450

Sir:

Transmitted herewith is a power of attorney. Please record 007812 as the Customer Number for this application.

In accordance with the instructions in the power of attorney, please direct all future correspondence to the correspondence address associated with Customer Number 007812.

Respectfully submitted,



John Smith-Hill

Reg. No. 27,730

SMITH-HILL & BEDELL, P.C.
16100 N.W. Cornell Road, Suite 220
Beaverton, Oregon 97006

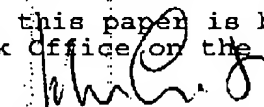
Tel. (503) 574-3100

Fax (503) 574-3197

Docket: LAN1 3470

Certificate of Facsimile Transmission

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office on the date shown below.


John Smith-Hill

Date

5/17/06

MAY 17 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Jillianne M. PIERCE

Application No: 10/540,340

Filed: June 20, 2005

For: CANDLE MELTING SYSTEM

CERTIFICATE UNDER 37 CFR 3.73(b)
POWER OF ATTORNEY BY ASSIGNEE

Access International Inc., an Oregon corporation, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of an Assignment of Patent Properties (copy enclosed).

The undersigned declares that he is an officer of Access International Inc. and is authorized to sign this certificate on behalf of Access International Inc.; and further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, Sec. 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Access International Inc. as Assignee of the entire right, title, and interest in and to this patent application, hereby revokes any previous Powers of Attorney and appoints the practitioners associated with Customer Number 007812 (John Smith-Hill, Reg. No. 27,730 and Daniel J. Redell, Reg. No. 30,156) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith and in connection with the resulting patent.

Send correspondence to the correspondence address associated with
Customer Number 007812.

ACCESS INTERNATIONAL INC.

By: 

Name:

David W. Landis

Title:

President

Date:

5/5/06

ASSIGNMENT OF PATENT PROPERTIES

THIS AGREEMENT is made by Jillianne M. Pierce ("Pierce") and Crescent & Willow, LLC, ("Crescent"), an Oregon limited liability company, both of Lake Oswego, Oregon, and David W. Landis ("Landis") and Access International Inc. ("Access"), both of Portland, Oregon.

WHEREAS, Pierce is the owner of record of the patent properties listed in the accompanying Schedule;

WHEREAS, Pierce has designed and/or developed certain candle-related products, including products referred to as CANDLE WAND, CANDLE WIZARD and WICKAMAJIG;

WHEREAS, Crescent is indebted to Landis and Pierce has pledged her interest in the patent properties as collateral for the loan;

WHEREAS, Access is desirous of acquiring the entire right, title, and interest in and to the patent properties; and

WHEREAS, Landis is willing to accept assignment of the patent properties to Access in satisfaction of the debt owed by Crescent;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Pierce hereby assigns and transfers to Access her entire legal and equitable right, title, and interest for the territory of the United States of America, and for all foreign countries, in and to the invention described and claimed in the patent properties; said invention, the patent properties, any Letters Patent of this or any foreign country issued pursuant to the patent properties, and all divisions, continuations, reissues, and extensions thereof, to be held and enjoyed by Access for its own use and behalf, and for its successors and assigns, to the full end of the term for which Letters Patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by Pierce had this assignment and sale not been made, and Pierce warrants that she has full right to do so, and agrees that she shall communicate to Access, or its successors and assigns, any facts known to her respecting said

invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful declarations, and generally do everything possible to aid Access, its successors and assigns, to obtain and enforce proper patent protection for said invention in this or any foreign country.

2. Pierce warrants that she has not entered into any agreement that is inconsistent with her obligations under paragraph 1, or would in any way prevent Access from acquiring the entire right, title and interest in the patent properties, free of all encumbrances and claims.

3. Pierce warrants that she has not filed, or caused to be filed, any United States, foreign or International patent applications describing, disclosing or claiming the CANDLE WAND, CANDLE WIZARD or WICKAMAJIG products other than the applications included in the patent properties.

4. Pierce warrants that, to the best of her knowledge and belief, U.S. Patent Application No. 10/540,340 filed June 20, 2005 is pending before the Patent and Trademark Office and that, as of the date of this Agreement, no outstanding action of the Patent and Trademark Office requires a reply less than one month after the date of this Agreement.

5. Pierce warrants that she has not filed, or caused to be filed, in the United States any division, continuation or continuation-in-part of any application included in the patent properties except as follows:

<u>Number</u>	<u>Filing Date</u>
None	for

6. Pierce and Crescent agree to deliver to Landis, or his designee, all documents and papers in their possession or control relating to the patent properties.

7. Subject to execution and delivery of this Agreement by Pierce and Crescent, Landis and Access release and discharge Pierce and Crescent from all debts and other obligations that are

owed by Pierce or Crescent to Landis or Access and that arose
prior to the date of this Agreement.

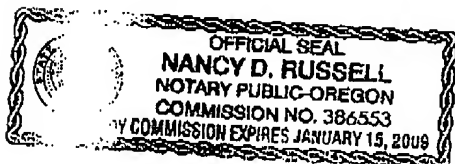
EXECUTED at Portland, Oregon, this 8th day of
May, 2006, by

Jillianne M. Pierce
Jillianne M. Pierce

STATE OF OREGON)
) ss.
County of Washington)

This 8th day of May, 2006, before me personally came the above-named
Jillianne M. Pierce, who executed the foregoing instrument in my presence, and who acknowledged
to me that he/she executed the same of his/her own free will for the purposes set forth therein.

Nancy D. Russell
Notary Public for Oregon
My commission expires: 1-15-09



EXECUTED at Portland, Oregon, this 8th day of May 2006, by

CRESCENT & WILLOW, LLC

By Williamne Pierce

Name: Williamne Pierce

Title: President

STATE OF OREGON

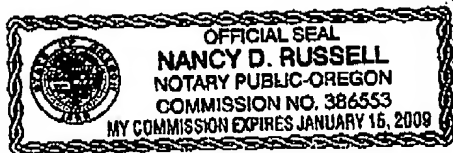
County of Washington

ss.

This 8th day of May 2006, before me personally came the above-named _____, who executed the foregoing instrument in my presence, and who acknowledged to me that he/she signed the instrument with proper authority and executed it as the act of the person or entity represented and identified therein.

Nancy D Russell
Notary Public for Oregon

My commission expires: 1-15-09



EXECUTED At Portland, Oregon, this 15th day of MAY, 2006, by

David W. Landis

STATE OF OREGON)
County of Washington) ss.

This 15 day of May, 2006, before me personally came the above-named David W. Landis, who executed the foregoing instrument in my presence, and who acknowledged to me that he/she executed the same of his/her own free will for the purposes set forth therein.

R. Mabrey
Notary Public for Oregon
My commission expires: April 13, 2010



EXECUTED at Portland, Oregon, this 15TH day of MAY, 2006, by

ACCESS INTERNATIONAL INC.

By: [Signature]Name: DAVID W. LANDISTitle: PRESIDENT

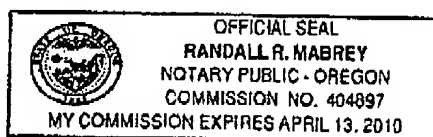
STATE OF OREGON)

)

ss.

County of Washington)

David Landis This 15 day of May, 2006, before me personally came the above-named
acknowledged to me that he/she signed the foregoing instrument in my presence, and who
act of the person or entity represented and identified therein.

[Signature]
Notary Public for OregonMy commission expires: April 13, 2010

SCHEDULEPatent PropertyFiling Date

U.S. Provisional Application No. 60/435,531

12/20/2002

International Application No. PCT/US2003/040602

12/19/2003

U.S. Patent Application No. 10/540,340

06/20/2005